

PART I – THE SCHEDULE

SECTION H – SPECIAL CONTRACT REQUIREMENTS

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H.1 SAFETY ACT

Congress enacted the Support Anti-terrorism by Fostering Effective Technologies Act of 2002 (the “SAFETY Act”), as part of the Homeland Security Act of 2002. The SAFETY Act provides limitations on the potential liability of those firms that develop and provide Qualified Anti-Terrorism Technologies. The Department of Homeland Security (DHS) encourages the development and deployment of anti-terrorism technologies by making available the SAFETY Act’s system of “risk management” and “liability management.”

In this regard, DHS has determined that the product(s) or service(s) to be acquired from the successful Offeror(s) based on this solicitation will be a good candidate for designation as a Qualified Anti-terrorism Technology as that term is defined by the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, sections 441-444 of title 6, United States Code (the “SAFETY Act”) and the SAFETY Act implementing regulations, provided:

- (i) the product(s) or service(s) substantially conform to the technical standards qualifying an offeror for award under this NAIS solicitation, as set forth herein (and verified by USCG in consultation with the SAFETY Act Office); and
- (ii) the successful Offeror(s) maintains insurance in accordance with 6 U.S.C. §443(a)(1).

SAFETY Act protections, however, are not a requirement of this procurement. Whether an Offeror has previously obtained SAFETY Act protections will not be evaluated as part of this procurement. Offerors are not required to seek SAFETY Act protections in order to submit an offer or to receive an award. Whether to seek the liability protections of the SAFETY Act for a proposed product or service is entirely up to the Offeror. Proposals in which pricing or any other term or condition is contingent upon SAFETY Act protections of the proposed product(s) or service(s) will not be considered for award.

Offerors submitting proposals in response to this solicitation are encouraged to submit SAFETY Act applications on their existing technologies and are invited to contact the Office of SAFETY Act Implementation (OSAI) for more information at 1-866-788-9318 or helpdesk@safetyact.gov or visit OSAI’s website at www.safetyact.gov.

H.2 Reserved

H.3 ACCESS TO GOVERNMENT FACILITIES UNDER THE COGNIZANCE OF DHS/USCG BY NON-U.S. CITIZENS - UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS

Unless excluded from this Notice, all visits and assignments to facilities under the cognizance of DHS/USCG by non-U.S. citizens require communication with the Contacting Officer and Program Manager.

The Contractor shall notify the Contracting Officer and Program Manager in advance of any proposed visit or assignment that involves access to a US Government site/location.

For the purposes of the Notice, a non-U.S. citizen is defined as any person who is not a U.S. national or is a stateless person. An immigrant alien is considered a non-U.S. citizen. Non-U.S. citizens sponsored for visits or assignments may include, among others:

- (1) Officials or other persons employed by foreign governments or other foreign institutions, who may or may not be involved in cooperation under international agreements;
- (2) Foreign students at U.S. institutions;
- (3) Employees of DHS or other U.S. Government agencies or their contractors, of universities, of companies (professional or service staff), or of other institutions; and
- (4) Prospective employees of DHS or DHS contractors.

H.4 PERSONNEL REQUIRING ACCESS TO GOVERNMENT FACILITY

The Contractor shall provide a list of Contractor personnel who require access to installation sites during the course of the contract to the Contracting Officer within 10 days after date of awarding the contract or the execution of any option and, if applicable, 15 days prior to the start of installation. If Contractor personnel change during the performance period, the Contractor shall provide a revised list to the Contracting Officer a minimum of five (5) days prior to Contractor personnel requiring access to the installation.

H.5 ACCESS TO CONTRACTOR'S FACILITY

- H.5.1** Officers, employees, and associates of other prime Government contractors and their subcontractors shall have, as authorized by the Contracting Officer, at all reasonable times, full access to the Contractor's facility as required to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or the

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Government's contractors, as authorized by the Contracting Officer, to give them access to the Contractor's facility, office space, work areas, storage or shop areas, or other facilities and services reasonable and necessary for the performance of the respective responsibilities involved.

- H.5.2** Reasonable access shall be provided to the Government to carry out its responsibilities under this contract.

H.6 SECURITY REQUIREMENT

- H.6.1** The efforts described in this SOW will be unclassified, but may contain work categorized as For Official Use Only (FOUO). For material determined to be FOUO, contractor shall follow Department of Homeland Security procedures for processing, transmitting, and storing said material. These procedures are outlined in the Department of Homeland Security Management Directive System MD Number 11042.1, Issue Date: 1/06/2005, SAFEGUARDING SENSITIVE BUT UNCLASSIFIED (FOR OFFICIAL USE ONLY) INFORMATION.
- H.6.2** Prior to being granted access to the NAIS or being provided NAIS information, each person shall have completed a favorably adjudicated background investigation as defined in DHS MD 11050.2. Additionally, acceptable use agreements, rules of behavior and conflict-of-interest agreements for individuals requiring access to NAIS information and information systems may also be required before access is authorized.
- H.6.3** All personnel using, developing or administering the components of the NAIS system shall be properly screened according to the procedures outlined in Section 4.1 DHS MD 4300A. All personnel accessing NAIS data shall have an appropriate background investigation and a valid need to know in order to access the system. Screening shall be conducted consistent with: (i) 5 CFR 731.106(a); (ii) Office of Personnel Management policy, regulations, and guidance; (iii) organizational policy, regulations, and guidance; (iv) FIPS 201-1 and NIST Special Publications 800-73-1 and 800-76-1; and (v) the criteria established for the risk designation of the assigned position.
- H.6.4** If the Contractor elects to employ foreign nationals in the performance of this contract, an exception to DHS' policy that only U.S. Citizens are allowed access to DHS systems and networks processing sensitive information must be obtained. The Contractor shall complete and submit Attachment J to the DHS 4300A Sensitive Systems Handbook (see Attachment J.16) identifying any foreign nationals that are expected to be part of the Contractor's team. Approval authority for the exception resides with the USCG Chief

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Information Officer, but also requires concurrence from the DHS Chief Information Officer and Chief Information Security Officer.

H.7 INSURANCE REQUIREMENTS

H.7.1 General

All policies of insurance, which this contract requires the Contractor to carry and maintain or cause to be carried or maintained pursuant to this contract, shall be supplied under valid and enforceable policies, in such forms and amounts as from time to time may be required under this contract and shall be issued or underwritten by insurers of recognized responsibility. With respect to Comprehensive General Liability and Automobile Liability insurance policies, the Contractor shall include the Government as additional insured.

The Contractor shall exercise reasonable care and use its best efforts to prevent accidents, injury or damage to all employees, persons and property in and about all work locations, and to the NAIS or parts thereof upon which work is done. Notwithstanding this clause, the Government does not assume any risk with respect to, and will not pay for any costs of the Contractor for the inspection, repair, replacement, or renewal of any defects in the NAIS or such systems, materials, and equipment for which the Contractor is responsible, in accordance with the clauses of the contract concerning quality assurance, warranty or inspection.

H.7.2 Insurance Certificate

Contractor shall deliver or cause to be delivered upon execution of this contract (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this contract) to Government a certificate of insurance evidencing the insurance required by this contract.

H.7.3 Types of Insurance

During the entire period this contract shall be in effect, the Contractor shall carry and maintain and require its subcontractors performing work on the premises to carry and maintain insurance in the types and amounts specified in FAR 28.307-2 except as noted or as altered by contractor's compliance with the requirements of the Support Anti-terrorism by Fostering Effective Technologies Act of 2002 and its implementing regulations.

H.7.3.1 General Liability

Comprehensive general liability insurance on an "occurrence basis" against claims for "personal injury" including, without limitation, bodily injury, death, and property damage. Such insurance is to afford immediate protection at all times during the term on this contract. This insurance will include limits of liability in amounts approved by the Government, but not less than \$1 million in the event of bodily injury or death to

any one or more persons in one accident and, not less than \$500,000 for property damage.

H.7.3.2 Automobile Liability

Comprehensive automobile liability insurance covering the operation of all automobiles used in connection with performance of the contract in the minimum limits of \$200,000 per person and \$500,000 per occurrence per bodily injury and \$20,000 per occurrence for property damage.

H.7.3.3 Workers' Compensation and Employers' Liability

Workers' compensation and employer's liability or similar insurance, as required by law, in form and amounts required by law, but not less than the amount of \$100,000 in employer liability and covering all occupational diseases not required to be covered under applicable workers compensation laws, unless impractical due to commingling of contractor's Government and commercial operations, per FAR Part 28.307-2.

H.8 EARNED VALUE MANAGEMENT SYSTEM (FAR 52.234-4)(JUL 2006)

(a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

(b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall--

(1) Apply the current system to the contract; and

(2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

(d) The Contracting Officer may require an IBR at--

(1) Exercise of significant options; or

(2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of

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proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause:

(Insert list of applicable subcontractors.)

(End of clause)

H.9 POST AWARD CONFERENCE

As part of the Start up Workshop Meeting described in SOW Section 3.1.1.2.2.1, the Contractor shall host a Post Award Conference (PAC), which the Contracting Officer will chair, at the production facility within 21 days following contract award. The meeting is expected to be approximately three days in duration and cover topics provided by the Contracting Officer. The Contractor may recommend additional topics but, at a minimum, discussion topics are expected to include:

1. A Post Award Debriefing, if requested in accordance with FAR 15.506.
2. An introduction of key personnel by both the Government and the Contractor.
3. A presentation and discussion led by the Contractor concerning organizational mapping, roles and responsibilities, team charters and program metrics.
4. A presentation and discussion led by the Contractor concerning the Contractor's Contract Work Breakdown Structure.
5. A presentation and discussion led by the Contractor concerning the Contractor's Project Management Plan, risk management activities and Integrated Master Schedule for the initial delivery order.

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6. A presentation and discussion led by the Contractor concerning use of the IPDE for Contract Data Requirements List (CDRL) deliverables and file sharing. IPDE access and protection should be included in the discussion.
7. A discussion of the delivery order for the core NAIS, including potential break-out sessions for the subject matter experts on the following topics:
 1. A presentation and discussion led by the Contractor concerning the Contractor's plan for Design Reviews.
 2. A presentation and discussion led by the Contractor concerning the Contractor's plan for meeting the contract requirements for configuration management.

The Contracting Officer will provide a list of attendees. Government representation will likely include the Contracting Officer, Project Manager, Project Sponsor's Representative, Deputy Project Manager, Project Technical Manager, Project Logistician, and the Commanding Officer and senior staff of the Project Resident Office. Contractor personnel should include equivalent representation.

The Contractor shall provide recommendations and input to the meeting agenda at least 5 business days before the scheduled meeting date.

The meeting is not a substitute for the Contractor's full understanding of the work requirements at the time offers are submitted. Furthermore, it shall not preclude the Government from identifying errors, omissions, and inconsistencies during contract performance.

H.10 ENGINEERING CHANGE PROPOSAL (ECP) REQUIREMENT AND INITIATION

H.10.1 General.

As described in paragraph 3.1.1.3.6.8.2 of Attachment 1 to Section J, the Statement of Work, in addition to Engineering Change Proposals (ECP) that the Contractor may initiate and propose, and in addition to changes that the Contracting Officer may issue pursuant to the clause entitled "CHANGES –COST REIMBURSEMENT" FAR 52.243-2, (AUG 1987), incorporated at Section I.1, the Contracting Officer, for purposes of arriving at a decision as to whether to incorporate an engineering change in this contract, may from time to time and at any time, in writing, require the Contractor to prepare and submit an ECP with respect to an engineering change initiated and proposed by the Contracting Officer within the general scope of this contract; or to revise any previously submitted ECP, whether initiated by the Contractor or the Contracting Officer. Upon

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receipt of such written requirement, the Contractor shall prepare and submit an initial or revised ECP, in accordance with **CDRL 1.3.6.8.2**, within such time as the Contracting Officer may reasonably specify in view of the priority assigned to the ECP, or, if no time is specified, within the time specified in BLK12 of the CDRL, or such further time as the Contracting Officer may allow.

H.10.2 “Firm Offer” and Contract Acceptance of ECPs.

The Contractor's “Estimated Cost/Savings under Contract” for each ECP, whether submitted on the Contractor's own initiative or submitted in response to a requirement of the Contracting Officer as an initial or revised ECP shall constitute an irrevocable proposal or offer for sixty (60) days from receipt of the ECP by the Government unless such period of time is extended by mutual agreement. During this period the Contracting Officer may:

Accept such proposal or offer by mailing or otherwise presenting to the Contractor a modification of this contract for execution by the Contractor, which modification shall reflect the engineering change(s) contained in the ECP, the consequent changes in the delivery schedule, if any, and the Contractor's estimated net increase or decrease in contract price, and the Contractor agrees to execute such a modification within five (5) working days after receipt; or

Conditionally accept such offer by mailing or otherwise presenting to the Contractor a bilateral modification of this contract, for execution by the Contractor, except that it shall set forth the Contractor's estimate as a ceiling or a maximum change in contract price in the case of net increase and as a floor or a minimum change in the contract price in the case of a net decrease, and except that it may set forth the Contractor's proposed change in delivery schedule, if any, as a maximum extension or a minimum advance as the case may be; and the Contractor agrees to execute such a modification within fifteen (15) working days after receipt, and in the event of such a modification, the parties shall promptly negotiate in good faith to arrive at an adjustment within 180 days after the issuance of the modification or upon completion of forty percent (40%) of the work to be performed by the modification, whichever occurs earlier, in the contract price and the delivery schedule, if involved; or

Begin good faith negotiations leading to a bilateral modification of this contract which incorporates the engineering change(s) and such equitable adjustments as may be appropriate. In any event, the Contractor's estimate of net increase or decrease in the contract price or net cost of change, and the bilateral modification of this contract making the equitable adjustment, shall include an amount or factor for any and all delays and disruptions that may result from incorporating in this contract the engineering change(s)..

H.10.3 Standard Form 1411 and Certificate of Current Cost or Pricing Data.

In addition to any submittal of an initial or revised ECP, the Contractor agrees to submit, on request of the Contracting Officer, a completed and signed Standard Form 1411 “Contract Pricing Proposal (Change Orders)”, in as many copies as the Contracting

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Officer may reasonably require and a signed "Certificate of Current Cost or pricing Data". Where Standard Form 1411 is required, and DD Form 1692 is used, the ECP Number from Block 5d of DD Form 1692 shall be entered in the "Change Identification" Block of Standard Form 1411. The "Estimated Costs/Savings Under Contract" should agree with the total "Net Costs of Change" shown on Standard Form 1411, and the "Effect on Production Delivery," shall be restated under "Remarks" on Standard Form 1411.

H.10.4 Equitable Adjustments for ECP Production.

In the event that an engineering change resulting from an ECP is incorporated in this contract, the equitable adjustment in contract price shall include, if applicable, an amount on account of the cost of the engineering and other work of the Contractor in preparing or revising the ECP, or both. In the event that such engineering change is not incorporated in this contract, the engineering and other work of the Contractor in preparing or revising the ECP, or both, shall be processed as if ordered by the Contracting Officer under the clause of the Contract Clause entitled "CHANGES –COST REIMBURSEMENT" FAR 52.243-2, (AUG 1987), and the Contractor shall be entitled to an equitable adjustment in contract price on account of such work but shall not be entitled to any adjustment in the delivery schedule; provided, however, that no adjustment in contract price shall be made with respect to any ECP prepared and submitted by the Contractor which did not result from a requirement of the Contracting Officer or his/her representative designated by him/her in writing to initiate the Contractor's development of an ECP with respect to an engineering change proposed by the Government or revise an ECP previously prepared and submitted by the Contractor. Failure to agree to such equitable adjustment in contract price provided for in this paragraph (H.12.4) shall constitute a dispute concerning a question of fact within the meaning of the clause entitled "DISPUTES" at FAR 52.233-1 (JUL 2002) ALTERNATE I (DEC 1991), incorporated at Section I.1.

H.10.5 Necessity for Contract Modification.

Notwithstanding any approvals or other action respecting an ECP, no engineering change shall be effective unless and until a modification to this contract is executed when the Contracting Officer issues a modification to the contract pursuant to the clause of the Contract that is entitled "CHANGES –COST REIMBURSEMENT" FAR 52.243-2, (AUG 1987), incorporated at Section I.1. Pending such a modification, the Contractor shall proceed diligently with contract performance without regard to the effect of any such proposed engineering change.

H.10.6 Saving Provision.

Nothing contained in this clause shall be construed as:

Obligating the Government in any manner whatsoever to issue or approve any changes, deviations, or waivers which may be initiated or proposed by the Contractor, or any changes which may be initiated and proposed by the Contracting Officer, or

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Altering in any manner whatsoever the rights of either party under the Contract Clause entitled “CHANGES – COST REIMBURSEMENT” FAR 52.243-2, (AUG 1987), incorporated at Section I.1.

H.11 SUBSTITUTION OF EQUIPMENT

This provision acknowledges that from time to time some of the contracted for equipment may not be readily available or may permanently go out of production. Based on the authority of this clause, the Contractor may request a permanent substitution of items identified in the NAIS Functional and Physical Configuration Audit Report (CDRL 1.3.6.7.2). Such requests must be made in writing to the Contracting Officer, with a copy going to the Project Manager and the Contracting Officer’s Technical Representative (COTR).

The following conditions must be met:

1. The replacement item(s) must meet or exceed all the performance capabilities of the items replaced;
2. The replacement item(s) must operate in the system with no degradation of system performance;
3. The replacement item(s) must be acceptable to the Project Manager; and
4. The replacement item(s) must be approved in writing by the Contracting Officer.

The fact that the Contractor has requested a replacement shall not automatically extend the required delivery time of any item. Upon acceptance of a replacement, the Government may, but is not required to, grant a day-for-day extension to the delivery schedule for the time the Government took to approve the replacement. No extension shall be granted in the case of unaccepted proposed replacements.

H.12 DOCUMENTATION OF REQUEST FOR EQUITABLE ADJUSTMENT

For the purpose of this clause, the term “change” includes:

1. a change made pursuant to a written order designated as a “change order”,
2. an engineering change proposed by the Government or the Contractor pursuant to other clauses of this contract, and

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3. any act or omission to act on the part of the Government in respect to which a request is made for equitable adjustment under “CHANGES – COST REIMBURSEMENT” FAR 52.243-2, (AUG 1987) or any other article or clause of this contract.

Whenever the Contractor requests or proposes an equitable adjustment of **\$25,000.00 or more** with respect to a change made pursuant to a written order designated as a “change order” or with respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount with respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

1. A description of the work required by the contract before the change, which has been deleted by the change;
2. A description of the work deleted by the change which already had been completed. The description is also to include a list of identifiable components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate descriptions are to be furnished for design and production work. Items of identifiable raw materials, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;
3. Description of work necessary to undo work already completed which has been deleted by the change;
4. Description of work which is substituted or added by the change. A list of identifiable components and equipment (not bulk materials or items) involved, should be included. Separate descriptions are to be furnished for design and production work;
5. Description of interference and inefficiencies in performing the change;
6. Description of disruption attributable solely to the change; which description shall include the following information:
 1. Description of each identifiable element of disruption and how work has been, or may be, disrupted;
 2. The calendar period of time during which disruption occurred, or may occur;

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3. Area(s) of the Contractor's operations where disruption occurred, or may occur;
4. Trade(s) or functions disrupted, with a breakdown of man hours and materials for each trade or function;
5. Scheduling of trades before, during, and after the period of disruption insofar as such scheduling may relate to or be affected by the estimated disruption;
6. Description of any measures taken to lessen the disruptive effect of the change;
7. Delay in delivery attributable solely to the change;
8. Other work or increased costs attributable to the change;
9. Supplementing the foregoing, a narrative statement of the "causal" relationship between the alleged Government act or omission and the claimed consequences therefore, cross-referenced to the detailed information provided as required above; and
10. Each proposal submitted in accordance with the clause shall include a copy of the Contractor's labor budget at the cost class level in effect as of the date the event began, the cost incurred at the cost level as of the same date, and the proposed effect of the change at the cost class level.

It is recognized that individual claims for equitable adjustment may not include all of the factors listed in subparagraphs H.18.1 through H.18.10 above, or that the Contractor may not be reasonably able to furnish all of the factors listed in subparagraphs H.18.1 through H.18.10 above. Accordingly, the Contractor is only required to set forth in his proposal, information with respect to those factors which are relevant in the individual claims for equitable adjustment, or which he is reasonably able to furnish.

In addition to any information required, each proposal submitted in support of a claim for equitable adjustment, under any clause of this contract, of \$100,000 or more and shall contain a duly executed SF 1411 with respect to each individual claim item. The information furnished shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, as set forth in the SF 1411, with the information submitted thereof.

H.13 DISPOSITION OF GOVERNMENT FURNISHED INFORMATION

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The Government Furnished Information (GFI) identified in Section J remains the property of the Government for the duration of the contract performance period. Disposition of the GFI will be determined by the Contracting Officer in conjunction with Final Settlement.

H.14 SYSTEM ENGINEERING SUPPORT

The Government may acquire systems engineering support and IV&V services for this program from Private Sector Companies, including Booz Allen Hamilton, Inc. and other Government agencies (e.g., SPAWAR or VOLPE). Therefore, the Contractor is advised that employees of other organizations, such as those named, may assist the Government in performing technical evaluations of deliverables under this contract.

H.15 RESERVED

H.16 RESERVED

H.17 WARRANTY PERIOD

Notwithstanding the provisions of the “Inspection of Supplies” clause of this contract, supplies accepted by the Government are warranted by the Contractor to be free from any defects in material or workmanship and are also warranted to be in conformity with contract requirements for a period of twelve (12) months unless a different warranty exceeding twelve (12) months is specified. The warranty period for CLINs 0001 and 0002 shall begin upon Government preliminary acceptance of IOC (CLIN 0002), as described under E.3.1, for a period of twelve (12) months. The words “preliminary acceptance” as used herein means the execution of the accepted block, annotated with the word “Preliminary,” and signing of a DD Form 250 by an authorized Government representative.

The Government will notify the Contractor of any defects or requirement nonconformities that are discovered within the warranty period. If the Government so requires within a reasonable time after such notification the Contractor shall expeditiously proceed to correct or replace the defective or nonconforming item or part thereof. After acceptance of the replaced or corrected supplies, the Warranty period for the replaced or corrected supplies shall remain in effect for twelve (12) months unless a different warranty exceeding twelve (12) months is specified as part of the Warranty Book required in Attachment J.1 (Statement of Work) Section 3.1.1.5.2.11.3.

Core NAIS and IOC Implementation. If damage occurs during shipment, or if problems are found during inspection or reassembly of items associated with the core NAIS or IOC implementation, the Contractor shall notify in writing the

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designated Government acceptance representative prior to effecting repairs. The notification shall include a written description of the damage or problem, the repair plan, and an assessment of how the repairs will affect the planned acceptance tests. All repairs shall meet the requirements of the contract, including any applicable inspections, tests, and trials. The Government reserves the right to witness all inspections and all repairs prior to acceptance.

Post-IOC Equipment Orders. If damage occurs or if problems are found during inspection or reassembly of items associated with post-IOC Sector Command Center (SCC) or Physical Shore Station (PSS) equipment orders, the Government will notify the Contractor within three (3) business days. The Contractor shall address and remedy any defect as described under the Warranty Administration Process (see SOW Section 3.1.1.5.2.11.2).

Whenever practicable, the Government will, in addition to giving the Contractor notice of any defect or nonconformance, afford the Contractor an opportunity to examine the defects in the supplied items before they are replaced or corrected.

The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights otherwise afforded to the Government under this contract.

H.18 U. S. COAST GUARD INFORMATION TECHNOLOGY SECURITY CLAUSE

No contractor personnel shall commence any performance under this contract until they (1) have received a security briefing about the Automated Information Systems (AIS) Security Manual (COMDTINST M5500.13 (series)) from the appropriate Coast Guard Information Systems Security Officer (ISSO) and (2) have signed an “Annual Coast Guard Information Technology Contractor User Security Agreement.” A sample of this user security agreement is provided as an Attachment to this contract. By signing the aforementioned user security agreement, the individual will be acknowledging their responsibility to properly use and safeguard all Coast Guard information technology resources and information related thereto. The COTR for this contract shall arrange the aforementioned security briefing.

The contractor shall only access those areas of Coast Guard information technology resources (e.g., computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, internet sites) explicitly stated in this contract and/or as approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not explicitly authorized by the statement of work, other terms and conditions in this contract, or approved in writing by the COTR is strictly prohibited. In the event of violation of this provision, Government will take appropriate action with regard to the contract.

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Contractor access to Coast Guard networks from a remote location is a temporary privilege for the mutual convenience it offers while the Contractor performs business for the Coast Guard. It is not a right, a guarantee, a condition of the contract, nor is it Government Furnished Equipment (GFE).

Contractor access will be terminated for unauthorized use. The contractor agrees to hold the Coast Guard harmless and the contractor will not request additional time or money under the contract for delay resulting from the consequential termination of access due to unauthorized use.

END OF SECTION H